

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF TEXAS
SHERMAN DIVISION

IN RE:	§
	§ CASE NO. 18-41553-BTR
	§
ILIR MURATI,	§
	§ CHAPTER 13
	§
DEBTOR	§
	§

AGREED ORDER CONDITIONING AUTOMATIC STAY AS TO 360 SMART CAR, INC.

ON THIS DAY CAME ON FOR CONSIDERATION the Agreed Motion for Relief from Stay filed by creditor and party in interest, 360 Smart Car, Inc. (“Movant”), filed its Motion for regarding a 2014 Audi Q7, Or Alternatively, Motion for Adequate Protection (the “Motion”) in the above-referenced case. Pursuant to the Court’s review of the Motion, the exhibits attached thereto, and after consideration of the agreement of parties as reflected by the signatures of counsel for Movant and counsel for Debtor below, the Court finds that the relief sought in the Motion should be GRANTED and ORDERS as follows.

1. The property which is the subject of Movant’s Motion consists of one motor vehicle identified as follows (the “Vehicle”): 2014 Audi Q7, VIN # WA1DGAFE9ED002376.

2. Debtor shall tender payment directly to Movant at the offices of Movant located at 720 N. Watson Rd., Arlington, Texas 76011 in the full amount of \$637.00 on a monthly basis, beginning Saturday, September 15, 2018, and continuing thereafter on the 15th day of each consecutive month thereafter per the contract terms. Furthermore, Debtor shall fully assume all obligations of the Motor Vehicle Retail Installment Contract (the “Contract”) as set forth in Exhibit

“A” to the Agreed Motion, and nothing in this bankruptcy proceeding shall modify the terms of the Contract or the obligations of Debtor thereunder.

3. In addition to the payments made by Debtor pursuant to paragraph 2 of this Agreed Order, Debtor shall cure the arrearage owed to Movant in the amount of \$1,941.70, plus interest on said balance at the rate of eight percent (8.00%) per annum, by making equal monthly payments of \$168.91 beginning on September 15, 2018, and continuing monthly until the entire arrearage amount is cured over the course of twelve (12) months.

4. Debtor will tender all payments set forth herein directly to Movant in certified funds at the offices of Movant located at 720 N. Watson Rd., Arlington, Texas 76011, or any other address specified by Movant in writing, on or before the deadlines stated herein such that the payments are received in Movant’s offices prior to the deadline.

5. Debtor shall at all times maintain continuous, valid, and effective insurance coverage on the Vehicle listing all drivers of the Vehicle as insured parties and listing Movant as a lienholder and loss payee. Proof of such insurance shall be tendered and delivered to counsel for Movant within ten (10) days after entry of this Agreed Order Conditioning Stay. Movant may thereafter request Debtor provide proof of valid insurance upon written request directed to Debtor and counsel for Debtor via certified mail, and Debtor shall thereafter have ten (10) days to provide Movant with proof of valid and effective insurance coverage in compliance with the terms and restrictions of this Agreed Order Conditioning Stay.

6. If Debtor defaults on making the payments recited in paragraphs 2 or 3 of this Agreed Order or otherwise fails to maintain continuous and effective insurance coverage at all times, Movant shall provide notice of the default to Debtor and Debtor’s counsel of record by certified mail and shall permit the Debtor to fully and timely cure the default within 10 days of the Movant sending notice to the Debtor. If the Debtor fails to timely cure the default, the Automatic

Stay shall be immediately terminated as to Movant, and Movant may proceed to foreclose its security interest in the Vehicle pursuant to applicable state law and thereafter commence any action necessary to obtain complete possession of the Vehicle without further order or proceeding of this Court.

7. If Debtor commits a third default with respect to making the payments recited in paragraphs 2 or 3 of this Order, or fails to maintain continuous, valid, and effective insurance coverage on the Vehicle consistent with the terms of this Agreed Order, or otherwise fails to provide counsel for Movant with proof of insurance, the Automatic Stay shall be immediately terminated as to the Vehicle, and Movant may proceed to foreclose its security interest in the Vehicle pursuant to applicable state law and thereafter commence any action necessary to obtain complete possession of the Vehicle without further order or proceeding of this Court. Any notice received by Movant from an insurance company that the insurance on the Vehicle has been terminated shall be sufficient to establish a lapse in insurance coverage.

8. The parties agree that a facsimile of a signature to this Agreed Order can be treated and shall have the same force and effect as an original signature. The parties further agree that this Agreed Order may be executed in counterparts.

9. In the event the above-styled bankruptcy case is dismissed or converted to another chapter under Title 11, this Agreed Order shall survive the dismissal or conversion of the Debtor's Chapter 13 bankruptcy case. Further, this Agreed Order shall survive the confirmation of the Debtor's Chapter 13 plan of reorganization, and no such plan of reorganization shall alter, amend or modify any of the provisions of this Agreed Order.

10. In the event that the automatic stay of 11 U.S.C. § 362 is terminated with respect to the Vehicle pursuant to the terms of this Order, the Court hereby orders that the 14-day-stay provided by Bankruptcy Rule 4001(a)(3) is waived.

Signed on 10/15/2018

Brenda T. Rhoades SR
HONORABLE BRENDA T. RHOADES,
UNITED STATES BANKRUPTCY JUDGE

AGREED AS TO FORM:

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